

1 HONORABLE RICHARD A. JONES  
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11 UNITED STATES DISTRICT COURT  
12 WESTERN DISTRICT OF WASHINGTON  
13 AT SEATTLE  
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16 JESSICA CARRICO and JOHN  
17 CARRICO,  
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19 Plaintiffs,

20 v.  
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22 STILLWATER INSURANCE  
23 COMPANY and ALACRITY  
24 SOLUTIONS GROUP, LLC,  
25

26 Defendants.  
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Case No. 2:23-cv-000349-RAJ

**ORDER DENYING  
PLAINTIFFS' MOTION FOR  
RECONSIDERATION**

20 **I. INTRODUCTION**

21 THIS MATTER comes before the Court on Plaintiffs' Motion for Reconsideration  
22 ("Motion"). Dkt. # 59. Defendants filed a Response to the Motion ("Response"). Dkt. #  
23 64. The Court has considered the Motion, the Response, the relevant portions of the record,  
24 and the applicable law. For the reasons below, the Court **DENIES** the Motion.

25 **II. DISCUSSION**

26 Motions for reconsideration are disfavored and will be granted only upon a  
27 "showing of manifest error in the prior ruling" or "new facts or legal authority which could

1 not have been brought to [the court's] attention earlier with reasonable diligence." Local  
 2 R. W.D. Wash. 7(h)(1). Manifest error is very nearly synonymous with "clear error" under  
 3 Ninth Circuit precedent. *School Dist. No. 1J, Multnomah Cnty. v. ACandS, Inc.*, 5 F.3d  
 4 1255, 1263 (9th Cir. 1993) (explaining that "[r]econsideration is appropriate" if "the  
 5 district court committed clear error or the initial decision was manifestly unjust").

6 Plaintiffs Jessica and John Carrico ("Plaintiffs") request that the Court reconsider a  
 7 portion of its Order, Dkt. # 58, that granted Stillwater's motion for partial summary  
 8 judgment on the breach of contract claim ("Order"). In the Order, the Court evaluated  
 9 Plaintiffs' homeowners' insurance policy (the "Policy") to determine whether an exception  
 10 to a wear and tear exclusion applied. The Court determined the insurance policy term  
 11 "plumbing system" means pipes and fixtures concerned in the distribution and use of water  
 12 in the home. *See Id.* at 6. The Court also determined that there was no basis for concluding  
 13 that the water damage resulted from an overflow from within a plumbing system. *See Id.*  
 14 Therefore, the Court concluded that no exception to the wear and tear exclusion applied in  
 15 this dispute.

16 Plaintiffs contend that new evidence establishes that the drain at issue is part of the  
 17 "plumbing system" within the Court's adopted definition, and thus the Policy exception  
 18 should apply. Dkt. # 59. Next, Plaintiffs argue that the Court departed from controlling  
 19 authority by adopting a "plumbing system" definition that renders other terms meaningless.  
 20 *Id.* The Court addresses each argument below.

21 **A. New Evidence**

22 Plaintiffs argue that new evidence discovered after motions for partial summary  
 23 judgment were filed and fully briefed warrants this Court to reconsider the Order issued in  
 24 January 2024. To support this point, Plaintiffs cite to portions of a deposition transcript of  
 25 their plumber, Don Jackson, taken in December 2023. *Id.* at 2. Plaintiffs contend that the  
 26 Mr. Jackson's testimony reveals that the outdoor drain and interior plumbing are  
 27 interconnected, and therefore the drain is a part of the "plumbing system" under the Court's

1 definition in the Order. *Id.* at 2-3.

2       The Policy's exception to the wear and tear exclusion remains inapplicable in this  
3 case. The exception provides coverage for property loss "resulting from an accidental  
4 discharge or overflow of water or steam from *within* a [plumbing system]." Dkt. # 17-1 at  
5 19; Dkt. # 21-1 at 32-33 (emphasis added). Defendant's Response provides a more  
6 complete picture of Mr. Jackson's testimony. *See* Dkt. # 64 at 2-5. The testimony  
7 establishes that the water overflowed because drain at issue broke from wear and tear. *Id.*  
8 This prevented the water from entering the plumbing system and caused it to flow outside  
9 of the house and into the basement. *Id.* at 5-6.

10      Plaintiffs also fail to establish that this evidence could not have been discovered  
11 earlier with reasonable diligence. At minimum, Plaintiffs could have notified the Court in  
12 December 2023 before the Court issued the Order.

13 **B. Controlling Authority**

14      Plaintiffs argue the Court overlooked controlling legal authority set forth in *Allstate*  
15 *Ins. Co. v. Peasley*, 131 Wn.2d 420, 424 (1997). Plaintiffs previously raised this argument  
16 in their Reply. *See* Dkt. # 33 at 4. The Court properly considered this argument when  
17 issuing the Order. Even if the Court were to adopt Plaintiffs' proposed definition, they  
18 cannot demonstrate that the loss resulted "from an accidental discharge or overflow of  
19 water . . . *from within*" their home's plumbing system. *See* Dkt. # 17-1 at 19; Dkt. # 21-1  
20 at 32-33 (emphasis added).

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### III. CONCLUSION

For the reasons stated above, the Court **DENIES** Plaintiffs' Motion for Reconsideration. Dkt. # 59.

Dated this 3rd day of May, 2024

Richard D. Jones

The Honorable Richard A. Jones  
United States District Judge